

**LICENSE AGREEMENT BETWEEN  
THE CITY OF MAPLE GROVE  
AND THE BORDER STATES  
FOR USE OF ZACHARY PARK AND RIDE**

**THIS AGREEMENT** ("Agreement") is made by and between the City of Maple Grove ("City"), a political subdivision of the state of Minnesota, and Border States, A North Dakota Corporation, ("Licensee"), a \_\_\_\_\_ of the state of Minnesota.

**WHEREAS**, on July 17, 2023, the governing body of the City authorized its Mayor and City Administrator to enter into this Agreement with Licensee; and

**WHEREAS**, the City is the owner of the Zachary Park and Ride located at 11332 96<sup>th</sup> Avenue North, Maple Grove, Minnesota in the City of Maple Grove, Minnesota which includes a bus shelter, parking facility, and busway ("Zachary Park and Ride"); and

**WHEREAS**, Licensee desires to utilize the Zachary Park and Ride to provide parking and shuttle service from the Zachary Park and Ride to the Border States, located at 9450 Zachary Lane, Maple Grove, MN, for an event scheduled for September 14, 2023 ("Event"); and

**WHEREAS**, the City desires to grant a license to Licensee for the purpose to provide parking and shuttle service from the Zachary Park and Ride to the Border States, located at 9450 Zachary Lane, Maple Grove, MN, for the Event, subject to the terms of this License.

**NOW, THEREFORE**, in consideration of the mutual promises in this Agreement, the parties agree as follows:

1. **Incorporation.** The above recitals are a material part of this License and are incorporated herein.
2. **Grant of License and Term.** The City hereby grants to Licensee at no charge a revocable, non-exclusive license to use and occupy the Zachary Park and Ride License Area, section 1, which area is shown on the attached Exhibit A, for the Event subject to the terms of this License. This License shall commence on September 1:00 PM and expire on September 24, 203 at 6:00 PM ("Term").
3. **Permitted Use and Access.** The Zachary Park and Ride License Area may only be occupied and used by Licensee for use of the parking facility and to provide shuttle service to the general public to and from Border States, located at 9450 Zachary Lane, Maple Grove, MN for the Event. During the Term, the City shall keep the Zachary Park and Ride bus shelter open. The City shall allow access to and use of the busway for shuttle use. The Licensee will only have access to 100 parking stalls. The Licensee will rent a van and use Border States employed drivers to operate the van to shuttle its guests to and from the Event.

4. Maintenance and Repair of Premises. The City shall deliver the Premises to Licensee in safe, clean, good order and condition and Licensee shall, at its sole cost and expense, keep and maintain the Zachary Park and Ride License Area in safe, clean, and good order and condition during the Term.
5. Compliance with all Applicable Laws. Throughout the Term, Licensee shall obtain and maintain, at its sole cost and expense, all applicable approvals, permits, or licenses required by any governmental authority which are necessary for Licensee's permitted use of the Zachary Park and Ride License Area; further, Licensee shall, at its sole cost and expense, at all times during the term hereof comply with all applicable laws, ordinances, rules, regulations, and requirements of the City and any governmental authority having jurisdiction.
6. Indemnification. To the fullest extent permitted by law, Licensee assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its officials, officers, agents, and employees from and against all claims, suits, demands, damages, losses, expenses, and liabilities including without limitation attorneys' fees, for bodily injury or property damage arising out of, resulting from, or relating to Licensee's use and possession of the Zachary Park and Ride License Area and provided that any such claim, suit, demand, damage, loss, expense, or liability is caused in whole or in part by any act or omission of Licensee, or of any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts or omissions any of them may be liable, except when such claim, suit, demand, damage, loss, expense, or liability is caused solely by the negligence or willful misconduct of the City. The provisions of this paragraph shall survive the expiration or termination of this License.
7. Insurance. Licensee agrees to maintain in full force during the term of this License a policy or policies of comprehensive general liability insurance and business automobile insurance in the amount of at least \$300,000 per person, \$1,000,000 per occurrence for bodily injury (including death) and/or property damage. Licensee shall also provide workers' compensation coverage as required by the State of Minnesota. Licensee shall require insurance coverage compliant with the terms specified herein from its subcontractors, including all entities Licensee may use to provide or assist with providing services for the Event. Licensee shall furnish City with a certificate of such insurance coverage prior to the commencement of this License.

The City does not represent in any way that the insurance specified, whether in scope of coverage or limits, is adequate or sufficient to protect the Licensee's interests. In lieu of providing and keeping in force insurance policies as specified, Licensee may satisfy the insurance requirements of this section by warranting to the City that it is self-insured and able to entertain claims in an amount sufficient to indemnify the City as required herein. In this instance, prior to the commencement of this license, Licensee shall provide evidence acceptable to the City, that Licensee has made provision to satisfy claims to the extent of the Licensee's legal liability. Such evidence shall be provided at least 10 days before the commencement of the License. If such evidence is not acceptable insurance conforming to the above shall be provided to the City and paid for by the Licensee in accordance with Paragraph 10.D. herein.

8. Surrender of Premises. Licensee hereby agrees upon the expiration or termination of this License to vacate the Zachary Park and Ride and re-deliver the Zachary Park and Ride and return to the City in good order, condition and repair (ordinary wear and tear excepted).

9. Termination. Either party may terminate this Agreement, with or without cause, at any time by giving written notice to the other, specifying the date of termination, such notice to be given not less than 24 hours prior to the date specified in such notice for the date of termination. In the event of a substantial breach of this License by Licensee, the City may terminate this license upon 24 hours prior written notice.

10. Additional Covenants of Licensee.

- A. Security: The City shall not be responsible for providing site or Event security.
- B. Services: Licensee shall coordinate, manage, provide for, and control all necessary activities to use Zachary Park and Ride and operate the service described in this Agreement. This includes but is not limited to the following: operating and scheduling vehicles and personnel; site signage; site supervision; customer service, and marketing.
- C. Fleet. Licensee shall be responsible for arranging for shuttle service. The City will not provide or operate any services. Vehicles used to provide services shall be operated and maintained in conformance with federal and state law. All terms of this Agreement, including insurance and indemnification requirements, extend to all Licensee's contractors, subcontractors, and other providers of shuttle bus services for the Event. Licensee must provide evidence that all of Licensee's contractors, subcontractors, and other providers of shuttle bus services must agree to the terms of this License. Such evidence shall be provided at least 10 days before the commencement of the License.
- D. Responsibility for Expenses. Licensee hereby acknowledges that Licensee will cover 100 percent of all costs associated with providing the shuttle service described in this Agreement.
- E. Marketing and Rider Information. Licensee shall be responsible for all marketing information activities associated with the service for the Event.
- F. Contact Information. Licensee shall provide the City with contact person, including a cell phone number that shall be available via telephone to the City at all times during the Event. The City will provide contact information to the Licensee for use during the Event.
- G. Site Supervision. Licensee shall provide any and all necessary site supervision. The City has no obligation to and will not be providing any on-site assistance for the Event.
- H. Damage to Premises. Licensee shall be liable for all damages to the Zachary Park and Ride License Area caused by or arising out of the Licensee's use of the Zachary Park and Ride License Area.

11. Governing Law. It is agreed that this License shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

12. Entire Agreement. This License shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this License shall not be binding upon either party except to the extent incorporated in the License.

13. Modification. Any modification of this License or additional obligation assumed by either party in connection with this License shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

14. Notices. Any notice provided for or concerning the License shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this License.

15. Not Assignable. This License may not be assigned.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below:

**CITY OF MAPLE GROVE**

\_\_\_\_\_  
By:  
Its: Mayor  
Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
By:  
Its: City Administrator  
Dated: \_\_\_\_\_, 2023

**BORDER STATES**

\_\_\_\_\_  
By: Tansey Cregan  
Its: Border States – Maple Grove Branch Manager  
Dated: \_\_\_\_\_, 2023

Exhibit A  
Zachary Park and Ride License Area

